
LOCAL EXCHANGE SERVICES TARIFF

This tariff, Missouri Tariff No. 7 submitted on behalf of XO Communications Services, Inc., cancels and replaces Tariff No. 4, submitted on behalf of XO Missouri, Inc. and Missouri Tariff No. 2, submitted on behalf of Allegiance Telecom of Missouri, Inc. in their entirety.

Schedule of Rates, Rules and Regulations
Governing of Local Service
Provided in the State of Missouri

OFFERED BY

XO Communications Services, Inc.

Applying generally to provision of service in specified Southwestern Bell Telephone Company exchanges within the Company's certificated area in the State of Missouri.

This tariff applies to both the Company's resale of Southwestern Bell Telephone Company (SWBT) services and services provided through the Company's own facilities to business Customers.

XO Communications Services, Inc. is a Competitive Telecommunications Company under the Revised Statutes of Missouri

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Alaine Miller, VP - Regulatory & External Affairs
1633 Westlake Avenue, No., Suite 200
Seattle, WA 98109

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Kelly Faul – Regulatory Affairs Director
11111 Sunset Hills Rd.
Reston, VA 20190

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Kelly Faul – Regulatory Affairs Director
XO Communications Services, Inc.
11111 Sunset Hills Rd.
Reston, VA 20190

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11111 Sunset Hills Rd.
Reston, VA 20190

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Alaine Miller, VP - Regulatory & External Affairs
1633 Westlake Avenue, No., Suite 200
Seattle, WA 98109**FILED**
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STATEMENT OF COMPETITIVE CARRIER STATUS

The Missouri Public Service Commission in its order in the case of *In the Matter Of the Application of XO Missouri, Inc., Allegiance Telecom of Missouri, Inc., and XO Communications Services, Inc. for Approval of an Internal Corporate Reorganization*, Case No. LO-2005-0027, waived the following statutes and regulations:

STATUTES

Section 392.210.2	-	uniform system of accounts
Section 392.240(1)	-	just and reasonable rates
Section 392.270	-	valuation of property (ratemaking)
Section 392.280	-	Depreciation accounts
Section 392.290	-	issuance of securities
Section 392.300.2	-	acquisition of stock
Section 392.310	-	stock and debt issuance
Section 392.320	-	stock dividend payment
Section 392.330	-	issuance of securities; debts and notes
Section 392.340	-	reorganizations

COMMISSION RULES

4 CSR	-	exchange boundaries
240-3.550(5)(C)		
4 CSR 240-10.020	-	depreciation fund income
4 CSR 240-30.040	-	uniform system of accounts
4 CSR 240-35	-	reporting of bypass and customer specific arrangements
4 CSR	-	written authorization from customer for change of service
240-3.510(1)(C)		provider

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Alaine Miller, VP - Regulatory & External Affairs
1633 Westlake Avenue, No., Suite 200
Seattle, WA 98109

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TARIFF FORMAT SHEET

1. **Page Numbering** - Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
2. **Page Revisions Numbers** - Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Service Commission of Missouri. For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. Business Customers should consult with the check sheet for the page currently in effect.
3. **Paragraph Numbering Sequence** - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 1.
 - 1.1
 - 1.1.1
 - 1.1.1.1
 - 1.1.1.1.1
 - 1.1.1.1.1.1
4. **Check List of Effective Pages** - When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

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CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

None

SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - Changed regulation effecting application in a rate
- (D) - Deletion of rate or regulation
- (I) - Increase in rate
- (R) - Reduction in rate
- (M) - Move of tariff material to different page or a different location on a page
- (T) - Text change in regulation that does not effect application of a rate

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Alaine Miller, VP - Regulatory & External Affairs
1633 Westlake Avenue, No., Suite 200
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SECTION 1 - DEFINITIONS

Advance Payment - Payment of all or part of a charge required before the start of service.

Anonymous Call Rejection - This feature allows subscribers with or without Calling Number Delivery and/or Calling Name Delivery to reject calls for which calling name/number display information has been intentionally blocked. Only calls for which the information has been blocked are rejected. If the display information is not available due to network restrictions or other reasons, the receiving customer premises equipment (telephone or adjunct)-if equipped-is presented with a message to indicate the unavailability of the calling information. Rejected calls are sent to a service provider announcement. An operator in case of emergency can override Anonymous Call Rejection.

Assume Dial "9" - A system feature that eliminates the need for all Centrex users in the same Centrex group to dial an access level "9" to access the PSTN. All lines in the Centrex must be configured as Assume Dial 9 or none.

Authorized User - A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Auto Answer Back - The Auto Answer Back feature, when implemented on a Meridian Business set, allows any incoming call to the Primary Directory Number (PDN) of the set to be automatically answered after 4 seconds. Conversation takes place through a hands free unit. This feature requires the use of a hands free Meridian Business Set.

Automatic Callback - Allows a Customer to request notification from the central office when the number that is being dialed is no longer busy. When the called number is becomes free, the central office will ring the Customer and connect the Customer to the original called number.

Automatic Line (Hotline) - Directs the line to automatically call a preassigned number when a line user lifts the handset.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Automatic Recall - Allows the subscriber to automatically place a call to the last number that tried to call them. This allows the subscriber to easily return missed calls. When activated, if the line is busy, the subscriber will hear a special announcement and the DMS will continue to monitor the called number. When the number is idle again the subscriber will receive a special ring on their phone or a tone if they are on another call. When the subscriber picks up the phone the connection is made. This service is limited to calls within the LATA.

Automatic Route Selection-Basic (ARS- Basic) - This feature allows Centrex users to automatically select the preferred dedicated route for a PSTN call. The user dials an access level i.e. "9" and the call is routed over the correct dedicated facility for the call type based on routing choices predetermined by the customer and programmed into the Centrex switch. Routing patterns are based on three-digit screening using NPA's only.

Call Forward Busy - Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer - Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable - Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Forwarding of Call Waiting Calls - This service provides the capability to forward unanswered waiting calls to a subscriber-designated DN by using the combined call treatments of Call Waiting and Call Forward Don't Answer. An incoming call to a busy line first receives standard call waiting treatment in which the called party hears an audible tone and the calling party hears audible ringing. If the call is not answered after a period of time that is equal to the time-out value of Call Forward Don't Answer, the incoming call is given Call Forward Don't Answer treatment and is forwarded to a subscriber-designated DN.

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Call Forward Doesn't Answer Ring Select (Subscriber Programmable Ringing) - Allows the subscriber with the Call Forward Doesn't Answer option to program the number of rings before a call is forwarded. The subscriber dials an access code, receives a special dial tone, and enters the desired number of rings, from two to nine. A confirmation tone is provided if the operation is successful, and from this point on any incoming call that is unanswered is forwarded after the newly specified number of rings. The new ringing time-out value stays in effect until it is changed.

Call Hold - Allows the User to hold one call for any length of time provided that neither party goes On Hook.

Call Park - Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup - Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

Call Transfer/Consultation/Conference - Provides the capability to transfer or add a third party, using the same line.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and being rung back by the caller.

Call Waiting Cancel - Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Call Waiting Display of Caller ID - On Call Waiting calls the calling party's name or number will be displayed along with the audible CWT tone.

Caller ID Name and Number - Adds the display of the calling party's name to Calling Number Delivery.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Calling Name Delivery - Identifies the name of the calling party.

Calling Number Delivery - Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking - Blocks the delivery of the number to the called party on a per call or per line basis.

Company - XO Communications Services, Inc., a Delaware corporation, which is the issuer of this tariff.

Commission - The Missouri Public Service Commission.

Competitive Response/Competitive Situation - Any action taken by the Company to win or retain a Customer that would not have otherwise occurred without such an action.

Conference/Six-Way - The User can sequentially call up to five other people and add them together to make up a six-way call.

Customer - The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Group Dialing Plan - A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Dial Pulse ("DP") - The pulse type employed by rotary dial Station sets.

Digital Facility Interface (IXC T-1 Access) - This termination provides a digital interface for a high capacity (T-1) facility that terminates to a customer's Centrex system. This service provides for the termination of 24 circuits within the Centrex to another Centrex, PBX or to a Long Distance Carrier (IXC). Two digital facility interfaces will be needed to connect two Centrex systems, one for each Centrex. The cost of the Digital Facility Interface is in addition to the T-1 private line.

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1633 Westlake Avenue, No., Suite 200
Seattle, WA 98109

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SECTION 1 - DEFINITIONS, (CONT'D.)

Direct Inward Dialing ("DID") - A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Directed Call Pickup - Allows a Centrex station user to answer incoming calls that ring on another station within a pre-set group by dialing a feature activation code and the extension number of the station being answered. The maximum number of members in a Directed Call Pickup Group is 75.

Distinctive Ringing/Call Waiting - With this service, incoming calls from up to 12 DNs (DMS-100) can be automatically identified by distinctive ringing. A distinctive ringing pattern (short-long-short for the DMS-100) accompanies incoming calls from the designated DNs. If a subscriber is engaged in conversation and a call from one of the designated DNs arrives, a distinctive call waiting tone (short-long-short) accompanies the incoming call. Calls from all other DNs ring normally.

Do Not Disturb - Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency ("DTMF") - The pulse type employed by tone dial Station sets.

Electronic Set Interface per PDN - This feature allows for the connection of a Business Set to the Central Office through a special interface card

Executive Busy Override - Allows a station to gain access (barge-in) to a busy station by flashing the switch hook when a busy is reached and dialing a feature activation code. This feature is also available for MADN groups, MCA and SCA.

Executive Busy Override Exempt - Block a station using Executive Busy Override from entering a call that the EBX station user has made or received.

Fast Transfer - This feature—which provides Transfer on Release capability—speeds up call handling for Meridian Business Set (MBS) users by: Reducing the number of keystrokes needed to transfer a call Eliminating the need to first conference the call. The Transfer on Release capability enhances Three-Way Call/Call Transfer (3WC/CXR) feature.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Intercept - Provides a recorded announcement of the status of the number dialed; disconnected, number changed, etc.

Hunting - Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

Individual Case Basis - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA - A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Least Idle Trunk Selection ("LIDL") - LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Local Calling - A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

Local Exchange Carrier - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Mbps - Megabits, or million of Bits, per second.

Message Waiting - This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

Most Idle Trunk Selection ("MIDL") - MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

Multiple Appearance Directory Numbers - A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("MF") - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Multi-Ring - Allows up to three additional telephone numbers to terminate on a given line. Each number will have a separate ring so the Customer can identify which number was called.

Non-Recurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook - The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook - The term "on-hook" denotes the idle condition of a telephone exchange service line.

Originating Off-Net - A call originating on and placed via facilities neither owned or leased by the Company.

Originating On-Net - A call originating on and placed via facilities owned or leased by the Company.

Recurring Charges - The monthly charges to the Customer for services, routine maintenance, facilities and equipment, which continue for the agreed upon duration of the service.

Presubscription - Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

Privacy Release - Allows a Business Set user to establish a conference call among private MADN-SCA members and an external party. A maximum of 30 parties are permitted in a single connection depending on the number of members of the MADN group.

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1633 Westlake Avenue, No., Suite 200
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SECTION 1 - DEFINITIONS, (CONT'D.)

Remote Access to Call Forwarding - From any phone anywhere a subscriber can forward their number to another number. Call Forward Remote Activation (CFRA) can be accessed from any DTMF telephone simply by dialing an access code and a personal identification number (PIN). If Call Forward is already in effect, the forward-to number can be changed by dialing the access code, the PIN, and the new forward-to destination.

Repeat Dialing - Provides Customers with the ability to automatically redial the last number dialed.

Selective Call Acceptance - Allows the subscriber to set up a list of up to 12 DN's in the DMS indicating numbers that should always be able to call the subscriber. When activated, only callers on this list will be connected to the subscriber's line. All other callers hear an announcement.

Selective Call Forwarding (SCF) - Allows subscribers to ensure that selected calls reach them when they are away from the office. Incoming calls from up to 12 DN's can be forwarded to another location. Calls from DN's that are not on the SCF list can be picked up at the office—or receive whatever treatment the subscriber has arranged, such as answering machine or voice mail. If the SCF destination is busy, the originator will receive busy tone.

Selective Call Rejection - Allows the subscriber to set up a list of up to 12 DN's in the DMS indicating telephone numbers from which the subscriber does not wish to receive calls. When activated a number on the list that tries to call will hear an announcement and will not be connected.

Service Commencement Date - Billing will begin on the date on which the Company notifies the Customer that the requested service or facility is available for use, unless the date is extended by the Customer's refusal in writing to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If Customer notifies the Company in writing that it is not prepared to utilize the service or facility after the Company has notified the Customer that the requested service or facility is ready for use (for reasons other than those set forth above), the Company may begin billing the customer 30 days from the date on which the Company notified the customer that the requested service or facility was available for use or the date upon which the customer notifies XO that they are ready to accept service, whichever is earlier. The Company may bill the Customer for any costs it has incurred in preparing its service for the original due date as well as any costs it will incur up until the date that the customer accepts service.

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Alaine Miller, VP - Regulatory & External Affairs
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SECTION 1 - DEFINITIONS, (CONT'D.)

Service Order - The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Service Outage - A disruption or degradation of On-Net Service.

Services - The Company's telecommunications services offered on the Company's network.

Simultaneous Ring (SimRing) - Enables up to five Directory Numbers (DNs) to ring simultaneously whenever there is a call to a Pilot DN (PDN). The PDN can be any DMS Business line that has subscribed to this service. The PDN and up to four non-pilot DN's can be included in a SimRing group. The phone in the SimRing group that goes off-hook first receives the call.

Speed Dialing - Allows a Customer to program his/her phone to automatically dial a list of numbers that are used frequently. The Customer can purchase Speed Dialing in either eight or thirty numbers.

Station - Telephone equipment from or to which calls are placed.

Station to Station Dialing - Allows Centrex users to dial another station within the same Centrex group using the last 2,3,4, or 5 digits of the Centrex line number.

Three Way Conference Calling - Allows a Customer to add an additional party to an existing call.

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User - A Customer or any other person authorized by the Customer to use service provided under this tariff.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Application of Tariff-General

This tariff applies to the Company's furnishing of basic local exchange services and local exchange services to business Customers within the Company's certificated area in the State of Missouri.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions**

- 2.1.3.1** Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2** Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.
- 2.1.3.3** If neither the Customer nor Company cancels the Agreement before the end of the Term, the Agreement will automatically renew for a similar term and at the rates specified in the Agreement (unless otherwise stated in the notice) and pursuant to the terms of the Agreement, including any applicable tariffs. Unless Company has already provided notice of its intent to terminate the Agreement, Company will notify Customer in writing at least sixty (60) days prior to the expiration of the Agreement, regarding the pending expiration of the Agreement and the automatic renewal of the Agreement if no action is taken prior to expiration. If Customer notifies Company of its decision to cancel the Agreement within the notice period, actual termination of Service will occur on the latter of the expiration date or thirty (30) days after receipt of Customer's notification. If Customer chooses to take Service for a minimum term or minimum commitment and Customer cancels Service before the end of the Term or prior to the retirement of the minimum commitment or Service is terminated by Company for cause, actual termination of Service may not occur until thirty (30) days after receipt notice and Customer shall be subject to various early termination charges for the Agreement, or for any commitment shortfall, as set forth therein. If the term of the Agreement is month-to-month, the Agreement may be terminated by either party providing the other with written notice of termination at least thirty (30) days prior to the termination date.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Missouri without regard to the State's choice of laws provisions.

2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.6 Provision and Ownership of Telephone Numbers: The assignment of a telephone number to a Customer's telephone service will be made at the discretion of the Company. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to Section 2.1.3.8 below.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.3.9 Telephone Number Reservation Policy: In the event that Customer anticipates its need for Company services will increase, Company may, at Customer's request, reserve telephone numbers to meet Customer's expected growth. Company will reserve telephone numbers for a maximum forty-five (45) day period (the "Reservation Period"). Customer must place the reserved numbers in-service prior to termination of the Reservation Period. Otherwise, pursuant to federal regulations, the reserved numbers will return to Company's telephone number inventory at the termination of the Reservation Period. A renewal of the Reservation Period is not permitted. Company will make all attempts to reserve the specific telephone numbers identified by the Customer. Company reserves the right to substitute numbers when necessary in the conduct of its business or as required by a regulatory body or by law.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary or punitive damages or lost profits whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- 2.1.4.3** The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.1.4.4** The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers' facilities or equipment used for or with the services the Company offers.
- 2.1.4.5** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.1.4.6** The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- 2.1.4.7** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.1.4.8** The Company is not liable for any defacement of, or damage to, the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.1.4.9** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.1.4.10** The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- 2.1.4.11** The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with XO Service.
- 2.1.4.12** The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1."
- 2.1.4.13** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.1.4.14** Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer (including payment of all litigation costs, reasonable attorney's fees, court costs, settlement payments, and any damages awarded or resulting from such claim), or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others, claims relating to the Customer's resale or attempted resale of the service offered by the company; and all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

2.1.6.1 Where construction is required, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (A) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (B) the reception of signals by Customer-provided equipment; or
- (C) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.7 Non-routine Installation/Maintenance**

At the Customer's request, non-routine installation may be provided by the Company. Non-routine installation may include, but not be limited to installation and/or maintenance performed outside the Company's regular business hours, on an expedited basis outside of the standard installation intervals, or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. The Customer will be charged a non-recurring charge to recover these costs incurred by the Company. Where an expedited installation due date is requested, these charges will be applied even if installation is not completed by the expedited installation due date. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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XO Communications Services, Inc.
11111 Sunset Hills Rd.
Reston, VA 20190

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, the Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1** The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.3** No service or network element provided by the Company may be used by a telephone solicitor (Telemarketer) to block or otherwise interfere with, on a per line basis, the display of the telephone solicitor's name and telephone number on a residential subscriber's caller ID equipment.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- 2.3.1.1** the payment of all applicable charges , either non-recurring, recurring, ICB, or other charges, pursuant to this tariff;
- 2.3.1.2** reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- 2.3.1.3** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (cont'd.)

- 2.3.1.4 obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.3. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 2.3.1.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 2.3.1.6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.4 above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 2.3.1.7 not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

2.3.2.1 any loss, destruction or damage to property of the Company or any third party, or the death of, or injury to, persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

2.3.2.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment:

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, surcharges for E-911 services or other surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.1.2 A surcharge is imposed on all charges for service originating at addresses in states, counties, and municipalities which levy, or assert a claim of right to levy, a gross receipt or franchise tax on the Company's operations in any such state, county or municipality, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that jurisdiction. This surcharge is based on the particular state's, county's, or municipality's receipts tax or franchise fee and other jurisdiction's taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that jurisdiction and/or payment of interstate access charges in that jurisdiction. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

2.5.1.3 If Customer delays Service activation or fails to cooperate with XO Missouri to achieve Service activation such that the Service Commencement Date has not occurred within thirty (30) days of the estimated Service date set forth on the front of the tariffed services order and agreement, then Customer agrees that XO Missouri may begin billing Customer for the Services on the 31st day after the estimated Service date.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month in which service is provided. Usage charges will be billed in arrears.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due. A late payment fee of 1.5% per month may be applied.

2.5.2.5 Checks with insufficient funds or non-existing accounts will be assessed a penalty fee of \$25.00.

2.5.2.6 The Company currently does not provide billing of monthly recurring charges by third party service providers (authorized casual calling excepted) on its local exchange billing. Concurrent with the offering of such third party billing service, the Company shall offer third party bill blocking service as required by the Commission.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Missouri Public Service Commission in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

2.5.3.2 The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge (s) and two months' charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill and subsequent bills as applicable. An Advance Payment may be required in addition to a deposit

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

2.5.5.1 Applicants for service who are classified as not credit worthy based on a credit report, or existing Customers, who fail to pay their invoice on time for two consecutive months, may be required at any time to provide the Company a security deposit. All deposits will be handled in accordance with the rules of the Missouri Public Service Commission. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (A) two month's charges for a service or facility which has a minimum payment period of one month; or
- (B) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.5.2 A deposit may be required in addition to an advance payment.

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, and accrued interest will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.4 No interest shall be paid upon deposit amounts for business accounts, unless so required by the Commission. Any customer deposits made under prior agreement or tariff which provided for the payment of interest shall accrue such interest only through the effective date of this tariff.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service

- 2.5.6.1** Upon nonpayment of any amounts owing to the Company, the Company may, by giving five days' written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.5.6.2** Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.6.3** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.6.4** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue or suspend service without incurring any liability.
- 2.5.6.5** Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.6 Discontinuance of Service, (cont'd.)**

2.5.6.6 The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:

- (A) Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (a-f) if:
- (1) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
 - (2) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
 - (3) The Customer has been given ten (10) days written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
 - (4) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (c) Any other fraudulent means or devices; or
 - (5) Use of service in such a manner as to interfere with the service of other users; or
 - (6) Use of service for unlawful purposes.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (cont'd.)

2.5.6.6 (continued)

- (B) Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or
- (C) Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that (10) day period; or
- (D) Upon five (5) days written notice, excluding Sundays and Federally recognized holidays, for non-payment of a bill for service. If the Customer pays a bill, after such written notice with an insufficient funds check, service will be discontinued immediately without further notice to the Customer.
- (E) At least 24 hours preceding a discontinuance the Company shall make reasonable efforts to contact the customer to advise of the proposed discontinuance and what steps must be taken to avoid it.

2.5.6.7 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.5.6.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including but not limited to termination charges, reasonable attorneys' fees, or any other fees incurred by the Company in the collection of any amount due under this tariff for services rendered or facilities provided, shall become due. Any attorneys' or other collection fees incurred by the Company after discontinuance of service shall become due immediately upon invoice of such fees to the customer. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions of Service, (Cont'd.)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

2.6.2.1 interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;

2.6.2.2 interruptions due to the negligence of any person other than the Company including but not limited to, the Customer or other common carriers connected to the Company's facilities;

2.6.2.3 interruptions due to the failure or malfunction of non-Company equipment;

2.6.2.4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

2.6.2.5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

2.6.2.6 interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

2.6.2.7 interruption of service due to circumstances or causes beyond the control of the Company.

2.6.3 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

- 2.7.1.1** Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.1.2** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.7.1.3** The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Cancellation of Service, (Cont'd.)

2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with

2.7.2.1 all Non-Recurring Charges reasonably expended by the Company to establish service to the Customer, plus

2.7.2.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus

2.7.2.3 all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term;

2.7.2.4 in the alternative, the Customer will be responsible for paying any and all termination liabilities contained in a Service Order entered into by the Customer and the Company.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Transfer and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3** All notices or other communications required to be given pursuant to this tariff must be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Jurisdictional Nature of Traffic

- 2.10.1** Customer agrees, represents and warrants that all traffic being delivered by Customer to Company for local termination, and all traffic that Company delivers to Customer that has originated in the same local calling area in which Customer's NXX is assigned and/or in which such traffic is terminated to Customer, is local traffic or is legally entitled to be treated as local traffic under all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction.
- 2.10.2** Customer further agrees to indemnify, defend and hold harmless Company and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred in connection with: Customer's breach or failure of any representation or warranty; Customer's traffic being processed through the Company switch/node; or the effect of any regulatory or legal modifications/change of law.
- 2.10.3** If Customer defaults in fulfilling any material obligation of the Service Order Agreement, any Amendments or this Tariff, Company shall have the right to terminate the Agreement and the Customer shall pay Company, in addition to any other amounts then owing under the Agreement, a cancellation charge equal to the monthly recurring charge times the number of months remaining in the contract. These charges are intended to establish liquidated damages in the event of early termination and are not intended as a penalty.

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